

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING
INTERNS AND RESIDENT PHYSICIANS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 15th day of
December, 2009,

BY AND BETWEEN

Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")

AND

COMMITTEE OF INTERNS AND RESIDENTS, AN AFFILIATE OF THE COMMITTEE OF INTERNS AND RESIDENTS/SEIU, (AKA INTERNS AND RESIDENTS ASSOCIATION OF LOS ANGELES COUNTY-UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL CENTER; INTERNS AND RESIDENTS ASSOCIATION OF THE LOS ANGELES COUNTY HARBOR GENERAL HOSPITAL; (hereinafter referred to as "CIR")

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ARTICLE 1 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Committee of Interns and Residents/SEIU (a.k.a. Interns and Residents Association of Los Angeles County - University of Southern California Medical Center; Interns and Residents Association of the Los Angeles County Harbor - UCLA Medical Center; Interns and Residents Association of the Los Angeles County Martin Luther King, Jr./Drew Medical Center) was certified on April 4, 1973, by County's Employee Relations Commission (Employee Relations Commission Docket No. R-121-72) as the majority representative of County employees in the Intern and Resident Physicians Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by the Employee Relations Commission.

Management hereby recognizes the Committee of Interns and Residents/SEIU (aka Interns and Residents Association of the Los Angeles County-University of Southern California Medical Center; Interns and Residents Association of the Los Angeles County Harbor - UCLA Medical Center; Interns and Residents Association of the Los Angeles County Martin Luther King, Jr. / Drew Medical Center) as the certified majority representative of the employees in said Unit.

Section 2. Exclusive Recognition

Management agrees that it shall recognize CIR as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and CIR has shown it has met the requirements of any such new rules.

ARTICLE 2 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding.

- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, and

- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

In the event the County Board of Supervisors fails to take all of the aforementioned acts necessary to implement this Memorandum of Understanding, it is agreed and understood by the parties that this entire Memorandum of Understanding shall be null and void.

Implementation shall be effective as of the date approved by the Board of Supervisors.

ARTICLE 3 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2009. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2011.

ARTICLE 4 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, the party shall serve upon the other during the period from June 1 through June 15, 2011, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding. Both parties to this Memorandum of Understanding shall provide their full and complete proposals regarding this Memorandum of Understanding to the other no later than July 15, 2011. Negotiations shall commence no later than July 15, 2011.

The parties agree that the terms and conditions of the MOU shall remain in full force and effect until CIR or Management gives ten days notice of its intention to terminate said MOU at a date after its expiration pursuant to Article 3, "Term."

ARTICLE 5 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of the CIR and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

No bargaining unit member shall face intimidation or retaliation for exercising their right to participate in union activities or for seeking union representation for the purpose of grievance or defense in a disciplinary action.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, citizenship, place of medical education, political or religious opinions or affiliations, sexual orientation, or disabilities or other factors not directly related to successful performance of the job.

ARTICLE 6 SALARIES

Section 1. Recommended Salary Adjustment

During each year of the 2009 – 2011 term of the MOU, there will be no increases in general movement base salary or any other economic and/or compensation enhancements in the MOU.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4757	DENTAL INTERN	01/01/2009		F		3663.05
4760	DENTAL RESIDENT (1ST YEAR)	01/01/2009		F		4098.08
4760	DENTAL RESIDENT (2ND YEAR)	01/01/2009		F		4440.34
4760	DENTAL RESIDENT (3RD YEAR)	01/01/2009		F		4784.95
5408	PHYSICIAN, POST GRADUATE (1ST YEAR)	01/01/2009		F		3663.05
5411	PHYSICIAN, POST GRADUATE (2ND YEAR)	01/01/2009		F		4098.08
5411	PHYSICIAN, POST GRADUATE (3RD YEAR)	01/01/2009		F		4440.34
5411	PHYSICIAN, POST GRADUATE (4TH YEAR)	01/01/2009		F		4784.95
5411	PHYSICIAN, POST GRADUATE (5TH YEAR)	01/01/2009		F		5120.29
5411	PHYSICIAN, POST GRADUATE (6TH YEAR)	01/01/2009		F		5467.21
5411	PHYSICIAN, POST GRADUATE (7TH YEAR)	01/01/2009		F		5793.30

Section 2. Physician Service Assignments

- A. A Physician, Post Graduate, shall have the approval of his Chief of Service to participate in Physician Service Assignments.

- B. The Chief of Service shall not unreasonably withhold approval.

- C. These assignments shall be limited to 96 hours per month.

- D. There shall be no substantial change in the current practice of Physician Service Assignments.

If there is a substantial change it will be subject to the meet and confer in good faith process.

- E. Physicians, Post Graduate II or higher performing in a "Physicians Service Assignment" shall receive the remuneration established in the Physician Pay Plan of the Los Angeles County Code.

Section 3

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 4.

Members of this bargaining unit will advance along a predictable progression of Physician Post-Graduate years, one year for every year of training in an accredited training program. The members will receive the salary associated with the PPG level of their primary training program. Individuals who transfer into another primary training program or select a secondary training program will receive that salary that is identified with the entry level of that specific training program as determined by management. Under no circumstances will a resident be paid higher than PPG - VII, as identified in this Memorandum of Understanding.

All residents in the LAC+USC six-year Oral and Maxillofacial surgery Program will be paid at the PGY 3 level in their fifth year of training and advance to the PGY 4 level in their sixth year of training.

Section 5.

In cases where a member of this bargaining unit, who is in an accredited training program, is requested or recruited to function in a Chief Resident position, the Physician Post-Graduate shall receive a bonus of \$265.00 for each full month, not to exceed 12 months, served in this position. The bonus shall be paid in one lump sum at the conclusion of the assignment. To qualify for this bonus the Chief Resident must perform functions including but not limited to: scheduling, clinical supervision and education of Physician Post-Graduates involved in a training program and not simply as a requirement of the program.

Section 6.

It is understood that in some departments' physicians that complete resident training continue on physician post-graduate items to supervise residents still in training. The Department of Health Services will continue to pursue the appropriate allocation and funding of these non-resident items.

ARTICLE 7 QUALITY PATIENT CARE FUND

In recognition of Residents foregoing pay raises in a previous contract, the Department of Health Services, and Chief Executive Office will recommend to the Board of Supervisors that a fund, to be identified as the CIR Quality Patient Care Fund, be established within the Department of Health Services effective on the date of Board approval of this Agreement. The amount of the CIR Quality Patient Care Fund will be \$2,200,000 each year for fiscal years 2009 – 2010 and 2010 - 2011. The \$2,200,000 will be appropriated by relative employee size of the three institutions as follows: \$1,210,000 for the use of LAC+USC Medical Center house staff; \$495,000 for the use of Martin Luther King Jr., /Drew Medical Center house staff; and \$495,000 for the use of Harbor/UCLA Medical Center. All funds must be spent in the fiscal year of allocation.

This fund shall be inviolate and free from assessments, freezes, impounds or deferrals, and may be used only for improved quality of patient care.

The Director of the Department of Health Services shall have direct control of the fund. During the term of this Memorandum of Understanding, all of the committees provided in 2 and 3 below shall meet as a "Steering Committee" and by mutual agreement allocate funds to the institutional level, taking cognizance of all recommendations. Funds allocated to the institutional level will be administered as follows:

1. Authority to commit and expend the funds will be vested in the institutional administrators.

2. The institutional administrator shall appoint a "Team." Medical Directors, physician service chiefs and director of patient care services may be appointed to this Team. This Team shall not exceed five in number.
3. Interns and Residents at each institution shall convene and designate a "Team". This Team shall not exceed five in number.
4. When issues involve Preventive Health, Mental Health, Nursing and Ambulatory Care needs, representatives from these areas shall participate in the discussions.
5. Mutual agreement of the teams at each institution listed in 2 and 3 shall be required to initiate the authority to expend as provided in 1 above.
6. The CIR shall submit its list of requested patient care equipment for that fiscal year to the institutional Chief Medical Officer by February 28. By meeting this due date, it shall be deemed that the CIR has met the requirements for committing the allocation to the Patient Care Fund. The institution shall, within 30 days from the date of receipt, discuss problem requests with the CIR. Where the County is able to obtain equipment for less than the CIR's initial estimate, Management and CIR shall, as soon as possible, mutually agree to spend the savings.

If CIR fails to meet this due date, the institution allocation shall be transferred to the institution administrator to purchase patient care equipment.

7. The CIR shall obtain estimates and information only, and shall not commit or negotiate prices, services agreements, or training costs with vendors. The items recommended shall be processed through the County's normal County purchasing procedures.

The Los Angeles County - USC Medical Center, Harbor - UCLA Medical Center and Martin Luther King, Jr.-Drew Medical Center will provide a monthly Patient Care Fund status report, utilizing the King-Drew Medical Center report format, to the President of the Interns and Residents at each hospital, the Patient Care Fund Vice-President at each hospital and to the designated representative of the CIR.

ARTICLE 8 BENEFITS

Section 1.

Interns and Residents will be provided the same benefits as other temporary employees with respect to Life Insurance, Health Insurance, Dental Insurance, Bereavement Leave, Sick Leave, Workers' Compensation, Jury Duty Leave, Witness Leave, Military Leave, and Civil Service Examination Leave at the level agreed to by the County and the Coalition of County Employee Unions in the Memorandum of Understanding entered into on December 16, 2003 regarding the Fringe Benefits.

Section 2

Pre-existing benefits or conditions including but not limited to, meals, uniforms, laundry of uniforms, parking and malpractice insurance coverage shall remain at the same level as provided the Interns and Residents on June 30, 1983 during the term of this agreement.

Notwithstanding the above, the County will:

1. Discontinue paying installation charges for private individual telephones to Interns/Residents who live in the dormitory.
2. Allow telephone instruments at King - Drew Medical Center dormitory that provide centrex service to remain. However, the County will add a "limiter" that prevents outside calls.

3. Discontinue free County hospital care to Interns/Residents and families.
4. Discontinue providing laundry service for personal clothing of Interns/Residents and their families.

Section 3.

Upon request from CIR/SEIU, the County shall provide the list of incoming interns, residents and fellows by May 1st each year of this agreement. The list shall include contact information for those Interns that have gone through the process of the National Residency Match Program and the Residents who have matched to County training programs to date. The contact information will be used to notify the income interns, residents and fellows of the benefits described in the paragraph below.

Any employee covered by the Unit shall be entitled to annual lump sum payments as follows:

\$220.00 for any person employed by the County and covered by this Unit in each subsequent year, paid on each July 15th. For Interns and Residents entering County service later than July 1, payment shall be paid by the 15th of the following month during the life of this contract. This annual lump sum payment shall be paid on behalf of the residents and interns to the CIR/SEIU Housestaff Benefits Plan (HSBP). The HSBP shall use all funds collected pursuant to this provision to provide benefits that are not provided by the County of Los Angeles, including but not limited to disability insurance.

